

## **REMARKS**

The Examiner has objected to claims 1-7, 19, 20 and 21 because: in the fifth line of claim 1 "said request for quotation" lacks antecedent basis; also "selecting suppliers to submit said request for quotation" should be "selecting suppliers to whom to submit said request for quotation."

Applicant has amended the claims accordingly.

The Examiner has objected to claim 2. Applicant has amended the claim accordingly.

The Examiner has objected to claim 3. Applicant has amended the claim accordingly.

The Examiner has objected to claims 4, 5, and 7. Applicant has amended the claims accordingly.

The Examiner has objected to claim 6. Applicant has amended the claim accordingly.

The Examiner has objected to claim 7. Applicant has amended the claim accordingly.

The Examiner has objected to claims 19, 20, and 21. Applicant has amended the claims accordingly.

The Examiner has objected to claim 21. Applicant has amended the claim accordingly.

The Examiner has objected to claims 8, 11, 14-18 and 22. Applicant has amended the claims accordingly.

The Examiner has objected to claims 15-18. Applicant has amended the claims accordingly.

The Examiner has rejected claims 1-7, 19, 20 and 21 because the claims are directed to a method not within the technological arts. The claims are directed to a method that does nothing more than manipulate an abstract idea. The recited method for a buyer to request a quotation may be, in a sense, useful, but is not concrete or tangible, and need not involve a step or act of manipulating technology.

Claim 1 and the claims that depend on it have been amended to state that the database is an electronic database.

The Examiner has rejected claim 22 as failing to comply with the written description requirement. The specification and original claims do not indicate that the system provides product specifications of each seller to the buyer, still less that the buyer determines what product specifications are missing.

Claim 22 has been cancelled.

The Examiner has rejected claims 1, 4, 7, 20 and 21 as being anticipated by Baatz. As per claim 1, Baatz discloses a method for a buyer to request a quotation, the method comprising: inputting or choosing attributes of a specific product into a database (second and third columns on page S58); inputting the quantity of product (ibid, first column on S61); inputting delivery specifications (second column on page S58); selecting suppliers to whom to submit the request for quotation (third column S58); and submitting said request for quotation to

said suppliers (third column on S58). Baatz is not explicit about the database as such, but the disclosure of the retention and availability of information inherently requires a database of some sort.

Amended claim 1 requires that the buyer select the suppliers to submit the request for quotation to those suppliers. Baatz teaches a reverse auction where a buyer puts in their request and suppliers bid against each other to bring down the price. No where does Baatz teach that the buyer select which suppliers he wants to submit the request for quotation to. Therefore claim 1 is not anticipated or obvious over Baatz.

As per claim 4, Baatz discloses selected suppliers providing responses to the buyer (third col on page S58). For the reasons stated above for claim 1, claim 4 is not anticipated or obvious.

As per claim 7, Baatz discloses comparing the quotation from one supplier to quotations from other suppliers ("lowest bidders" in third col. page S58). Amended Claim 7 requires comparing the quotation from a supplier to quotations from other suppliers with regard to product attributes, quantity and delivery specifications. Baatz only teaches giving the buyer the three lowest priced bids. It does not give the buyer an opportunity to compare the quotations which have other elements besides price such as the type of product that is being offered. Therefore, claim 7 is not anticipated or obvious.

As per claim 20, Baatz discloses rating quotes from the suppliers ("three lowest bidders" third col. page S58, which implies rating which are the lowest).

Showing the user the three lowest bids is not rating the bids. There are many factors which go into rating a bid, and the lowest bid is not a rating. Further, for the reasons stated above for claim 1, claim 20 is not anticipated or obvious.

As per claim 21, Baatz discloses submitting quote from suppliers to a broker (Sorcity being a broker, third col. page S58). For the reasons stated above for claim 1, claim 21 is not anticipated or obvious.

The Examiner has rejected claim 2 as being obvious over Baatz as applied to claim 1, and further in view of Official Notice. Baatz does not disclose that the quotation (or request for quotation) is submitted to the suppliers via a wireless method, but official notice is taken that it is well known for information to be transmitted via wireless methods (e.g., to and from cell phones, microwave transmission of Internet data, etc.). Hence it would have been obvious for the request for quotation to be submitted to the suppliers via a wireless method, for the obvious advantage of making the request for quotation readily available to suppliers in contact with a communications network at least in part via wireless means.

As stated previously, there is nothing in Baatz to teach that the wireless method is taught or of interest. Further, for the reasons stated above for claim 1, claim 2 is not obvious over Baatz.

The Examiner has rejected claim 3 as being obvious over Baatz as applied to claim 1, and further in view of Breen, 6,598,027. Baatz does not disclose the supplier analyzing said quotation with a logistics database to provide freights, but

Breen teaches a database accessible to a supplier for providing freight quotes to suppliers and buyers (col. 7, lines 19-64; col. 10, lines 37-39). Hence, it would have been obvious for the supplier to analyze said quotation with a logistics database to provide freight quotes, for the obvious advantage of enabling the supplier to set appropriate bids including freight costs.

For the reasons stated above for claim 1, claim 3 is not obvious.

The Examiner has rejected claim 5 as being obvious over Baatz as applied to claim 4 above, and further in view of Official Notice. Claim 5 is held to be obvious for essentially the reasons set forth above regarding claim 2.

For the reasons stated above for claims 1 and 2, claim 5 is not obvious.

The Examiner has rejected claim 6 as being obvious over Baatz as applied to claim 1, and further in view of Ojha, 6,598,026. Baatz discloses the buyer specifying a time limit for bidding (third col. S58), but does not disclose that the supplier's quotation has an expiration mechanism. However, Ojha teaches a supplier's quotation having an expiration mechanism (col. 15, line 1 through col. 16, line 4). It would have been obvious for the quotation to have an expiration mechanism, for the obvious advantage of enabling a supplier to quote a price without being bound to it if circumstances change (e.g., prices go up, or manufacturing equipment is committed to other purposes).

Amended claim 6 states that the request for quotation have an expiration mechanism. For the reasons stated above for claim 1, claim 6 is not obvious.

The Examiner has rejected claim 19 as being obvious over Baatz as applied to claim 1, and further in view of Official Notice. Baatz does not disclose copying agreed upon terms into a purchase order, but Baatz does teach carrying out a purchase after a supplier has submitted terms, and been accepted by the buyer (third col. S58; S61); and Official Notice is taken that it is well known to copy information. It would have been obvious to copy agreed upon terms into a purchase order, for the obvious advantage of arranging and documenting a purchase according to agreed upon terms, without the trouble of rewriting the same information.

For the reasons stated above for claim 1, claim 19 is not obvious.

The Examiner has rejected claims 8, 15-18, and 22 as being obvious over Baatz in view of Official Notice. As per claim 8, Baatz discloses a system for a buyer to request a quotation, the system comprising: a request for quotation form (second col. S58); and a means for delivering said request for quotation form to a seller (second and third col. S58). Baatz discloses storing quotations from sellers; and allowing the buyer to compare said quotations (second and third columns page S58). Baatz is not explicit about the system comprising a database as such, but the disclosure of the retention and availability of information inherently requires at least one database of some sort. Baatz does not expressly disclose that the request for quotation form comprises a list of product specifications, but does disclose that, "The item as well as payment and delivery terms must be specified precisely," and discloses "a form online with

detailed questions for the buyer to answer about the RFQ.” Official Notice is taken that lists are well known for specifying pluralities of details. It would have been obvious for the form to comprise such a list, for the obvious advantage of making the various specifications conveniently available to potential sellers.

Claim 8 requires that the system allows the buyer to compare the quotations. Baatz does not teach or disclose this, therefore claim 8 is not obvious.

As per claim 15, Baatz does not disclose a system for performing a credit check of a buyer (although Baatz does disclose asking for detailed information about buyers, col. 1 S58), but official notice is taken that performing credit checks on buyers is well known. It would have been obvious to include such a system, for the obvious advantage of not selling valuable items to insolvent or untrustworthy purchasers.

Claim 15 requires that the system perform a credit check of a buyer. Baatz only requires that the buyer provide their address to verify the transaction. This does not confirm that the buyer can pay the bill. For the reasons stated above, claim 15 is not obvious.

As per claim 16, Baatz does not disclose a database of buyer credit profiles (although Baatz does disclose asking for detailed information about buyers, col.1, page S58), but official notice is taken that maintaining such buyer credit profiles is well known. It would have been obvious to include a database of buyer credit profiles in the system, for the obvious advantage of judging the

credit worthiness of buyers, and not selling valuable items to insolvent or untrustworthy purchasers.

Claim 16 requires that the system contain a database of buyer credit profiles. For the reasons stated above for claims 8 and 15, claim 16 is not obvious.

As per claim 17, Baatz does not disclose a database comprising a listing of previous sales, but official notice is taken that it is well known to maintain records of previous sales. It would have been obvious for the system to comprise a database comprising a listing of previous sales, for such obvious advantages as checking sellers' records of delivering products as advertised and on schedule, and buyers' records of paying as promised.

Baatz does not teach a database comprising a listing of previous sales, nor does Baatz suggest that one is needed. Therefore, claim 17 is not obvious.

As per claim 18, Baatz does not disclose a searchable database of buyer/seller quote history, but does disclose that buyers can watch the bidding process (3<sup>rd</sup> col. S58), showing that a quote history is maintained to some degree; and official notice is taken that searchable databases are well known. It would have been obvious for the system to include a searchable database of buyer/seller quote history, for such obvious advantages as resolving any disputes that may arise on bidding, and analyzing the operations of the system with a view toward improvements.



Regarding claim 18, being able to watch the bidding process is not the same as having a searchable database of buyer seller quote history. Therefore claim 18 is not obvious.

As per claim 22, Baatz does not expressly disclose that the system provides product specifications of each seller to said buyer to determine what specifications are missing, but Baatz does disclose the system providing means for buyer and sellers to exchange information (col. 3 S58), and official notice is taken that it is well known for sellers of products to provide specifications of their systems. (Claim 22 only recites, "the system can provide," rather than "the system provides," and that "to determine" is merely a statement of intended purpose.) It would have been obvious to provide product specifications of each seller to said buyer to determine what specifications were missing, for the obvious advantage of enabling buyers to judge sellers' products' fitness for their purposes.

Claim 22 has been cancelled.

Claim 11 is rejected as being obvious over Baatz and official notice as applied to claim 8, and further in view of (Breen, 6,598,027). Claim 11 is essentially parallel to claim 3, and rejected on the same grounds in claim 3.

For the reasons stated above for claim 8, claim 11 is not obvious.

Claim 14 is rejected over Baatz and official notice as applied to claim 8, and further in view of article by Robertson. Baatz does not disclose that the system comprises a secured chat room, but Robertson teaches a trading system

including a secure chat room for the buyer and seller to negotiate in (para beginning LIMITrader.com's online board). Hence, it would have been obvious to include a secured chat room for stated advantage of facilitating negotiations between the buyer and the seller.

For the reasons stated above for claim 8, claim 14 is not obvious.


It is respectfully requested that the application be in condition for allowance.

"EXPRESS MAIL" Mailing Label No. EV 616257544 US  
Date of Deposit: September 13, 2005  
I hereby certify that this paper (and any document(s) attached herewith  
Is being deposited with the United States Postal Service "Express Mail  
Post Office to Addressee" service under 37 C.F.R. 1.10 on the  
date indicated above and is addressed to the Commissioner  
for Patents, P.O. Box 1450, Alexandria, VA 22313 on  
September 13, 2005

Signature: \_\_\_\_\_

Name: Maureen P. Herbst

Respectfully submitted,



Philip M. Weiss

Reg. No. 34,751

Attorney for Applicant

Weiss & Weiss

300 Old Country Rd., Ste. 251

Mineola, NY 11501

(516) 739-1500